

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

## SUMMONS

-----X  
EMMA TERESE BROWN,

Plaintiff(s) designate New York  
County as the place of trial.

Plaintiff,

The basis of the venue is New  
York

-against-

Basis of the Venue  
Plaintiff's residence

THE MASTERS SCHOOL,

Defendants,

Plaintiff(s) reside at  
400 West 43rd Street, Apt 39A  
New York, New York 10036

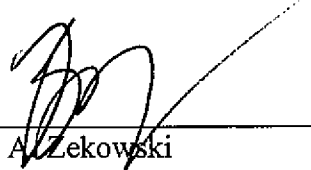
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Index No.:  
Date Summons &  
Complaint Filed:

### To the above named Defendant(s)

**You are hereby summoned** to answer the complaint in this action, and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within twenty days after the services of this summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Port Washington, NY  
November 7, 2019

By:   
Brett A. Zekowski  
**Parker Waichman LLP**  
*Office & Post Office Address:*  
6 Harbor Park Drive  
Port Washington, NY 11050  
(516) 466-6500  
Our File # 9007306

TO: The Masters School  
49 Clinton Avenue  
Dobbs Ferry, New York 10522

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK-----X  
EMMA TERESE BROWN,

Plaintiff,

-against-

THE MASTERS SCHOOL,

Defendants,  
-----X**VERIFIED COMPLAINT**

Index No.:

Jury Trial Demanded

Plaintiff, Emma Terese Brown, by her attorneys Parker Waichman LLP, complaining of the defendant, respectfully alleges, on personal knowledge as to herself and on information and belief as to all other matters, as follows:

1. At the time of the commencement of this action plaintiff, Emma Terese Brown, was a resident of the County of New York, State of New York.
2. At all times herein mentioned, defendant, The Masters School was and is a corporation formed by congressional charter pursuant to Title 36 of the United States Code and authorized to do business in New York, with its principal office at 49 Clinton Avenue, Dobbs Ferry, New York 10522. Defendant THE MASTERS SCHOOL includes, but is not limited to the organization and any other organization and/or entities operating under the same or similar name with the same or similar principal place of business.
3. At all times herein mentioned, THE MASTERS SCHOOL had and continues to have continuous and systematic contacts throughout the State of New York, including but not limited to Nassau County.
4. Plaintiff was a student and resident of THE MASTERS SCHOOL located at 49 Clinton Avenue, Dobbs Ferry, New York 10522 in 1974.

5. As a student of THE MASTERS SCHOOL, plaintiff developed great admiration, trust and respect for the organization and came to know an employee of THE MASTERS SCHOOL by the name of "Guy". During and through her activities with THE MASTERS SCHOOL, plaintiff, as an infant and vulnerable child, was dependent upon defendants. Defendants had custody of plaintiff and accepted the entrustment of plaintiff to them and therefore had responsibility for plaintiff and authority over plaintiff.

6. Approximately in 1974 an employee of THE MASTERS SCHOOL by the name of "Guy" engaged in unlawful sexual conduct with the infant plaintiff.

7. Upon information and belief, THE MASTERS SCHOOL has failed to report multiple allegations of sexual abuse of children by its agents to the proper authorities. As a result, children continued to be at risk of child sexual abuse.

8. Defendant THE MASTERS SCHOOL continued to conceal important information about their employees accused of sexual misconduct with minors. As a result, children were at risk of being sexually molested.

9. Plaintiff was raped by "Guy", an employee of THE MASTERS SCHOOL. It was a one time occurrence which plaintiff retains most of the details, including what the employee was wearing, what she was wearing and where the rape took place.

**AS AND FOR A FIRST CAUSE OF ACTION  
NEGLIGENT HIRING, RETENTION, SUPERVISION AND/OR DIRECTION**

10. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 9 as if fully set forth herein.

11. The sexual abuse of children by adults/employees is foreseeable.

12. THE MASTERS SCHOOL at all relevant times, held its meetings and activities out

to the community as a safe and protected environment for childhood learning and participating in youth activities.

13. At all relevant times, defendant THE MASTERS SCHOOL was under an express and/or implied duty to protect and care for plaintiff, an infant placed in their care.

14. THE MASTERS SCHOOL negligently hired, retained, directed and supervised their employee by the name of "Guy" because they knew or should have known that he posed a threat of sexual abuse of infants and children such as plaintiff.

15. THE MASTERS SCHOOL knew or should have known that their employee by the name of "Guy" had a propensity to engage in the conduct which caused plaintiff's injuries prior to or about the time of the occurrence of these injuries.

16. THE MASTERS SCHOOL owed a duty of care to all minors, including the infant plaintiff, who were likely to come under the influence or supervision of their employee by the name of "Guy" in his role as an employee of the school to ensure that he did not use his assigned position to injure infants by sexual assault, sexual abuse or sexual contact.

17. THE MASTERS SCHOOL employee by the name of "Guy" raped, sexually assaulted, sexually abused and/or had sexual contact with plaintiff on defendants' premises, including a small room located in or near the ground floor/basement of the school near a wooden staircase. The entrance to this room was on the right side of the short hallway.

18. Defendants were put on notice of "Guy's" improper and inappropriate actions toward minors.

19. THE MASTERS SCHOOL was negligent in failing to properly supervise their employees including their employee by the name of "Guy".

20. At all relevant times, THE MASTERS SCHOOL was willful, wanton, malicious, reckless and/or outrageous in their disregard for the rights and safety of plaintiff.

21. As a direct and proximate result of THE MASTERS SCHOOL's above described omissions, plaintiff has suffered and will continue to suffer the injuries described herein.

22. By reason of the foregoing, the Defendants are liable to plaintiff jointly, severally and/or in the alternative, for compensatory damages and punitive damages, together with costs and interest.

**AS AND FOR A SECOND CAUSE OF ACTION  
NEGLIGENCE/GROSS NEGLIGENCE**

23. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 22 as if fully set forth herein.

24. THE MASTERS SCHOOL knew or negligently failed to know that their employee by the name of "Guy" posed a threat of sexual abuse to children.

25. At all relevant times, THE MASTERS SCHOOL owed a duty to plaintiff to use reasonable care to ensure her safety, health and well-being because they had invited plaintiff to engage in a close relationship with "Guy" and had undertaken to act *in loco parentis* on behalf of plaintiff. THE MASTERS SCHOOL had the duty to ensure that plaintiff and all children associated with THE MASTERS SCHOOL were safe from foreseeable harm posed by any employees of THE MASTERS SCHOOL.

26. THE MASTERS SCHOOL had the duty to exercise reasonable diligence to ensure that the children attending their school would be safe from foreseeable harm from any employees of THE MASTERS SCHOOL.

27. The duties of THE MASTERS SCHOOL included using reasonable care in the authorization, approval, screening, investigation, retention, assignment, authorization and/or supervision of all their employees who would not pose a foreseeable threat to the safety, care, health and well-being of infants involved in their youth activities.

28. THE MASTERS SCHOOL additionally had the duty and the power to remove any employees who posed a foreseeable harm to children.

29. Upon information and belief, THE MASTERS SCHOOL knew that their employee by the name of "Guy" engaged in inappropriate conduct and contact with THE MASTERS SCHOOL students and was thus unfit, dangerous and posed a foreseeable threat to the health, safety and welfare of plaintiff.

30. Despite this knowledge, THE MASTERS SCHOOL breached its duty to protect infants from foreseeable harm by choosing not to investigate, supervise or remove "Guy" from his position or otherwise warn the infants in his care or their parents.

31. THE MASTERS SCHOOL breached its duty to protect plaintiff from foreseeable harm by failing to use reasonable care to provide a safe environment for plaintiff where she would be free from the unwanted sexual advances and dangerous propensities of "Guy" an employee of THE MASTERS SCHOOL. THE MASTERS SCHOOL also breached its duties by failing to investigate and/or misrepresenting its awareness of facts regarding their employee, "Guy" that created a likely and foreseeable harm to plaintiff.

32. Upon information and belief, despite knowledge of "Guy's" foreseeable threat to the health, safety and welfare of infants, THE MASTERS SCHOOL continued to provide "Guy" with unsupervised and unfettered access to infants, including plaintiff while in a position of power and control over them.

33. As the result of THE MASTERS SCHOOL 's failure to carry out its duty to plaintiff, as described above, plaintiff was caused to experience severe psychological injuries and the loss of enjoyment of life. These injuries are persistent, permanent and debilitating in nature.

**THIRD CAUSE OF ACTION  
BREACH OF FIDUCIARY DUTY**

34. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 33 as if fully set forth herein.

35. THE MASTERS SCHOOL employee by the name of "Guy" and plaintiff were in a fiduciary relationship. "Guy" was in a position of trust and confidence with plaintiff.

36. THE MASTERS SCHOOL was in a fiduciary relationship with plaintiff. THE MASTERS SCHOOL was in a position of trust and confidence with plaintiff. Plaintiff looked to THE MASTERS SCHOOL and its representatives for counseling and guidance. THE MASTERS SCHOOL owed plaintiff a duty to:

- a) warn plaintiff and her parents of the potential for harm from "Guy";
- b) disclose its awareness of facts regarding "Guy" that created a likely potential for harm;
- c) disclosure its awareness that pedophiles joined their school and that "Guy" was engaging in behavioral patterns and grooming techniques consistent with these known pedophiles;
- d) disclose its negligence with regard to the supervision, assignment and retention of "Guy";
- e) provide a safe environment for plaintiff where she would be free from sexual abuse;
- f) protect plaintiff from exposure to harmful individuals like "Guy"; and
- g) adequately investigate "Guy" prior to and after approval of his employment.

37. At all relevant times, the actions and/or inactions of THE MASTERS SCHOOL were willful, malicious, wanton, reckless and outrageous in their disregard for the rights and safety of plaintiff.

38. As a direct result of defendants' conduct, plaintiff has suffered injuries and damages

described herein.

39. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative are liable to plaintiff for compensatory damages and for punitive damages, together with interest and costs.

**FOURTH CAUSE OF ACTION  
BREACH OF NON-DELEGABLE DUTY**

40. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 39 as of fully set forth herein.

41. When she was a minor, plaintiff was placed in the care of THE MASTERS SCHOOL as a student for the purposes of providing plaintiff with a safe environment for education and youth activities. There was thus created a non-delegable duty of trust between plaintiff and defendants.

42. Plaintiff was a vulnerable child when placed in the care of THE MASTERS SCHOOL .

43. Defendants THE MASTERS SCHOOL were in the best position to prevent plaintiff from being abused and/or to have learned of the repeated abuse by “Guy” and to have stopped it.

44. As evidenced by the fact that plaintiff was sexually abused as a minor child entrusted to the care of the defendants, these defendants breached their non-delegable duty to plaintiff.

45. At all relevant times, “Guy” was under the management, supervision, employment, direction and/or control of defendant THE MASTERS SCHOOL.

46. As a result of the sexually abusive conduct of “Guy” plaintiff suffered the injuries and damages described herein, the full extent of which is unknown at present.



47. By reason of the foregoing, defendants jointly, severally and/or in the alternative are liable to plaintiff for compensatory damages and for punitive damages, together with interest and costs.

**FIFTH CAUSE OF ACTION  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

48. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 47 above as if set forth at length herein.

49. As described above, defendants THE MASTERS SCHOOL and their employee by the name of "Guy" acted in a negligent and/or grossly negligent manner.

50. The actions of defendants THE MASTERS SCHOOL and their employee by the name of "Guy" endangered plaintiff's safety and caused her to fear for her own safety.

51. As a direct and proximate result of the actions of THE MASTERS SCHOOL and their employee by the name of "Guy" which included, but were not limited to, negligent and/or grossly negligent conduct, plaintiff suffered severe injuries and damages as described herein, including, but not limited to, physical, mental and emotional distress.

52. By reason of the foregoing, Defendants, jointly, severally and/or in the alternative are liable to plaintiff for compensatory damages and for punitive damages, together with costs and interest.

**SIXTH CAUSE OF ACTION  
BREACH OF DUTY *IN LOCO PARENTIS***

53. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 52 as if set forth at length herein.

54. While she was a minor, plaintiff was entrusted by her parents to the control of the defendants THE MASTERS SCHOOL for the purposes of providing and education to the plaintiff with the opportunity to participate in youth activities sponsored by defendants. During the times

that plaintiff was a student at THE MASTERS SCHOOL she was under the supervision and control of defendants THE MASTERS SCHOOL. These defendants, and each of them, at all relevant times and now, owed and owe a duty to children entrusted their care to act *in loco parentis* and to prevent foreseeable injuries.

55. Defendants THE MASTERS SCHOOL breached their duty to act *in loco parentis*.

56. At all relevant times the actions of defendants THE MASTERS SCHOOL and their employee by the name of "Guy" were malicious, wanton, reckless, negligent, grossly negligent and/or outrageous in their disregard for the rights and safety of plaintiff.

57. As a direct result of defendants' conduct, plaintiff has suffered the injuries and damages described herein.

58. By reason of the foregoing, defendants jointly, severally and/or in the alternative, are liable to plaintiff for compensatory damages, and for punitive damages, together with interest and costs.

**SEVENTH CAUSE OF ACTION  
BREACH OF STATUTORY DUTY PURSUANT TO NEW YORK  
SOCIAL SERVICES LAW §§ 413, 420 TO REPORT ABUSE**

59. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 57 as if fully set forth herein.

60. Pursuant to N.Y. Social Services Law §§413, 420, defendants THE MASTERS SCHOOL had a statutory duty to report the reasonable suspicion of abuse of children in their care.

61. Defendants THE MASTERS SCHOOL breached that duty by knowingly and willfully failing to report reasonable suspicion of abuse by their employee by the name of "Guy" of children in their care.

62. As a direct and/or indirect result of said conduct, plaintiff has suffered injuries and damages as described above.

63. By reason of the foregoing, defendants jointly, severally and/or in the alternative are liable to plaintiff for compensatory damages and punitive damages, together with costs and interest.

**WHEREFORE**, plaintiff demands judgment against defendants on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be proven at trial, but in any event in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- B. Awarding punitive damages to the extent permitted by law;
- C. Awarding prejudgment interest to the extent permitted by law;
- D. Awarding costs and fees of this action, including attorneys' fees, to the extent permitted by law;
- E. Awarding such other and further relief as to this Court may seem just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: Port Washington, New York  
November 7, 2019

Yours, etc.



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Brett A. Zekowski  
**Parker Waichman LLP**  
*Attorneys for Plaintiff(s)*  
**Office & Post Office Address**  
6 Harbor Park Drive  
Port Washington, NY 11050  
516-466-6500  
Our File # 9007306

**PARKER WAICHMAN LLP****ATTORNEYS VERIFICATION**

STATE OF NEW YORK     )  
                                  : ss :  
COUNTY OF NASSAU     )

Brett A. Zekowski an attorney and counselor at law, duly admitted to practice in the Courts of the State of New York, affirms the following to be true under penalties of perjury:

I am a managing attorney of the firm, Parker Waichman LLP, attorneys for the plaintiff(s) herein.

I have read the foregoing SUMMONS AND COMPLAINT and know the contents thereof. Upon information and belief, I believe the matters alleged therein to be true.

The source of your deponent's information and the grounds of my belief are communications, papers, reports and investigations contained in my file.

The reason this verification is made by deponent and not by plaintiff(s) is that plaintiff(s) reside in a county other than the one in which your deponent's office is maintained.

Dated:           Port Washington, New York  
                  November 7, 2019

  
\_\_\_\_\_  
Brett A. Zekowski

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF

EMMA TERESE BROWN,

Plaintiffs,

-against-

THE MASTERS SCHOOL,

Defendants,

SUMMONS AND COMPLAINT

Certification per 22NYCRR §130-1.1a

  
Brett A. Zekowski  
Parker Waichman LLP  
Attorneys for Plaintiff(s)  
6 Harbor Park Drive  
Port Washington, NY 11050  
(516) 466-6500

To:  
Attorney(s) for

Service of a copy of the within is hereby admitted.

Dated: .....  
Attorney(s) for

PLEASE TAKE NOTICE

NOTICE OF

ENTRY that the within is a (certified) true copy of a entered in the office of the Clerk of the within named  
Court on 2019 .

NOTICE that an Order of which the within is a true copy will be presented to the Hon. , one of the  
OF  
SETTLEMENT judges of the within named Court, at ,  
, on  
2019, at M.

Dated

Parker Waichman LLP  
Attorneys for Plaintiff(s)

TO: